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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Nichia Corporation

Plaintiff,

vs.

Seoul Semiconductor, Ltd., Seoul
Semiconductor, Inc., Creative Technology, Ltd.,
Creative Labs, Inc., and Creative Holdings, Inc.

Defendants.

Case No. 3:06-CV-0162 (MMC)

STIPULATED ORDER OF DISMISSAL

Judge: Maxine M. Chesney

Plaintiff Nichia Corporation ("Nichia") and Defendants Creative Technology Ltd., Creative Labs Inc. and Creative Holdings Inc. (collectively "Creative") have executed a confidential settlement agreement dated November 2, 2006 ("Settlement Agreement") resolving Nichia's claims against Creative and Creative's counterclaims against Nichia. Accordingly, the Nichia and Creative hereby stipulate, through their respective undersigned counsel, that Nichia's claims against Creative and Creative's counterclaims against Nichia are **DISMISSED** in their entirety with prejudice, pursuant to Federal Rule of Civil Procedure 41(a)(1) and (c). Because there are no longer any claims or counterclaims against or by Creative, Nichia and Creative agree that Creative is no longer a party to this action. The Court shall retain jurisdiction to enforce the Settlement Agreement, including the arbitration provision.

For clarity, Nichia states that this stipulation in no way affects the claims made by Nichia against Defendants Seoul Semiconductor, Ltd. and Seoul Semiconductor, Inc. (collectively "Seoul") or Seoul's counterclaims against Nichia.

Nov-17-06

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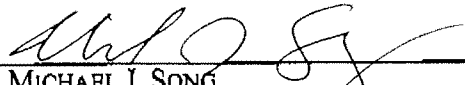
T-232 P.004/004 F-518

1 As between Nichia and Creative, Nichia and Creative will each bear its own attorneys'
2 fees and costs associated with this action.

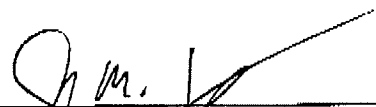
3 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

4 Respectfully submitted,

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6 Dated: November 17, 2006

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8 MICHAEL J. SONG
9 FOLEY & LARDNER LLP
Attorneys for Plaintiff Nichia Corp.

10 Dated: November 17, 2006

11 
12 JEFFREY M. RABINOFF
13 GORDON & REES LLP
14 Attorneys for Defendants Creative Technology,
15 Ltd., Creative Labs, Inc. and Creative Holdings,
16 Inc.

17 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

18 Dated: _____

19 Judge Maxine M. Chesney
20 United States District Judge

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28 Stipulated Order Of Dismissal

Case No. 3:06-CV-0162 (MMC)